



# DWORKIN

REALTY COMPANY

ABRAHAM S. DWORKIN, President  
BARBARA A. DWORKIN, Vice President

664 Stuyvesant Avenue  
P.O. Box 497  
Irvington, N.J. 07111  
(973) 373-5904 • 373-5905  
FAX: (973) 373-9189

---

*Real Estate Consultants • Appraisals • Mortgages • General Insurance • Income Tax Service*

---

April 20, 2001

Ms. Jeffrey Selph  
342 Clinton Place  
Newark, New Jersey 07112

Dear Ms. Selph:

Unfortunately we have never had a good landlord/tenant relationship ever since you moved in back in 1996. You never cooperated not once in trying to be a decent person and every accusation you made has been false.

You just called my office yesterday because I returned your check for the month of April. That check as well as every other rental payment made since you resided there has never been on time. Not once in the five years you are residing there you have shown to be a human being.

Everytime I try to talk to you and point out information which could not be tolerated and also in violation of our rental agreement, you would never let me finish what I had to say, as was the case in our telephone conversation yesterday. I had no other choice but to hang up on you. You called back and the first words out of your mouth, as was usual with you, you threatened me as always is the case. You had no basis to accuse me of wrong doing, but I had all the reasons to make statements of how false you have been.

When we first went into court in the beginning of 1998, I think it may have been, you owed two months rent and you told me in court you had one month with you and the other month was at home. If I took you to your apartment, you would pay the balance that was due. I did not trust you then and I do not trust you now. When I took you back to your apartment, the moment you stepped out of the car, the first words out of your mouth was I do not have the balance of the rent money.

When you complained about something wrong in the apartment, not realizing at that time it was you that was causing destruction, I sent my contractor up there to take care of it. You gave them a hard time. Many times you did not let them in. Many of the times when they were working there you had them leave the apartment because you told them you had to go somewhere, and if they would come back at a certain time, you would be there to let them back in. Not once did you ever keep your word with them.

You also put in a claim against me of being abusive to you of which there was never a truth in it. Many times I too wanted to inspect the apartment and you

refused to let me in. Finally, I got a 3 P.M. appointment with you to inspect the apartment and you informed me that you would have to have the police there to protect you. I came there at 3 P.M. with my wife and a worker and you would not permit us in because the police officer did not arrive yet and we would have to wait until then. You kept us in the front hallway for almost half an hour and finally you permitted us in even though the officer did not arrive as yet, as you claimed he would. It took us only five minutes to inspect what we wanted. We then left. When I got back to my office, I called the Police Department to find out why the officer did not show up. The woman officer I spoke to checked it on their computer and she informed me there was no 3 P.M. appointment made for an officer to be there. She claimed that someone by the name of Selph called a little after 3:30 P.M. to tell them, she wanted someone to be there. This call to the Police Department was made after we had left. You never made a call to arrange a 3 P.M. appointment with the police officer. The woman then told me, according to the computer, you called back two minutes later saying they did not have to send an officer over, we had already left. How false can you get?

We made another appointment to inspect the apartment later on, it was in the morning when I and my man arrived, your daughter answered the door and would not let us in because her mother was not there and we would have to wait until she came back. We waited about an hour and you never did show up and I felt you were playing a game and I went down stairs and took my station wagon and drove it away from the front of the building to around the corner. I felt that you were waiting for us to leave and then you would come back. You were watching the building from the exterior somewhere down the road, waiting for us to leave. When you saw the car was no longer there, I had by that time come back to the building and went back to the third floor, waiting to see if my thoughts were correct. About ten minutes after I came back, you came up the front hallway and your expression showed shock. You were caught at your own game and you had no other alternative but to let us in.

As far as the damage to your apartment that you claim was caused by a leaky roof was also shown to be false, you called to inform us of a hole in the dining room ceiling caused by the leaky roof. It did not rain that day. However, I did send my man up and he informed me the hole in the dining room ceiling reflected the size of a broom handle. Someone must have pushed into the ceiling. The following day you called again to say the ceiling fell down. I and my man went there looked at the ceiling which showed no sign of water leakage. THE CEILING WAS DRY AND SO WAS THE FLOOR. I noticed that in the ceiling the wood was twisted and it had to be done by a human being. No other way could that ceiling have come into that condition. You had in the dining room on the floor also plaster from the ceiling. The ceiling was dry. THERE WAS NO WATER ON THE FLOOR and the plaster was also dry without a drop of water on it. These damages was done by no one else but you. A deliberate haarrassment against your landlord because he told you to vacate.

You never paid your rent on time and these are some of the reasons why I returned your check. You were given a new lease to sign which I am permitted to do so and you refused to sign it, because the lease stated you had to pay 1 1/2 months SECURITY.

April 20, 2001

You informed me in front of my son, who is an attorney, and John Soloman, one of my contractors, that the claim of a child visiting your apartment from the second floor was of no truth and if you saw him you would not know him at all. I asked you to sign that paper which I put together stating the facts you informed me and you refused, another deliberate harrassment against me.

You did not have to live there all that time. You were told many many times to vacate and you refused and the reason you refused, from what I have been informed, what your attorney told my attorney is that the rent is very reasonable and if you went to rent another apartment you would have to pay much more.

All these facts that I presented, herein, are not 99% true, IT IS 100% TRUE and you know that to be true, but refuse to state that it is true.

We are going to court on the 30th and I am asking the judge for a WARRANT FOR POSSESSION for constant late payment, not once paying the rent on time, the damage you have been constantly doing to the apartment so as to be able to use it as a MARINI situation in court and the refusal to sign a lease which according to the State I am permitted to do.

Everytime I send you a notice to cease and desist, a regular letter and a certified letter, the certified letter always came back, but the regular letter you examined. Realizing you do not pick up a certified letter, I returned your check through the regular mail. The fact you called me to ask why I returned your check it is proof you did receive the check back.

Sincerely,



ABRAHAM S. DNORKIN

ASD/mt

**Ms. Jeffrey Selph  
342 Clinton Place  
Newark, NJ 07112**

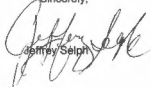
May 18, 2001

Dworkins Realty Co.  
664 Styvesant Ave.  
Irvington, N.J. 07111  
Attn: Abraham Dworkin

Dear Mr. Dworkin:

I am in receipt of your letters dated April 20, 2001. I agree with your statement that we have not ever had a good landlord tenant relationship however we defer on the reason why. I believe that it is your opinion that I should allow you to make your edicts without questioning the validity and source of them for example, in your letter sent on April 17, 2001 you state "your check is unacceptable at this time, which I received on the 17<sup>th</sup> of the month. It is not when you send it, it is the date that I received it that matters: I refer you the stipulation of settlement filed in superior Court of New Jersey Law Division Essex County special Civil Part. Landlord --Tenant Division Docket number L T - 005823 -00, signed on April 19, 2000; please refer the second page item 3 line 5 (see attached) by virtue of your own admission your received it on April 17<sup>th</sup> which means that it had to be sent by April 16<sup>th</sup>. I understand that you don't want to repair the roof. Please understand your allegations concerning my doing damage to the property is without merit. I nor anyone pushed a broom handle through the ceiling and through the roof. Please be advised that if you make the repairs and provide me with ample notice of your intended inspection I will make my apartment available. This will go along way towards making good landlord and tenant relationship. Please also understand I will not ever sign anything that is not true about any other individual to appease your problems. I would like to continue in this rental situation without harassment we both can enjoy a good landlord tenant relationship.

Sincerely,



Jeffrey Selph